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STATE OF TEXAS  
COUNTY OF HARRIS

018-24-0392

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KNOW ALL MEN BY THESE PRESENTS, that for the consideration hereinafter expressed and upon the terms and conditions hereinafter set out Nyctex Chemicals, Inc., a private corporation organized under the laws of the State of Delaware, domiciled in the City of Houston, Texas, engaged in business in the State of Texas under the laws thereof, represented herein by C. W. Mitchell, its duly authorized Vice-President and General Manager, under and by virtue of a resolution of the Board of Directors of said corporation as Grantor does by these presents grant, bargain, sell, convey, and warrant to Houston Industrial Gas Company, a corporation duly organized under the laws of the State of Texas as Grantee, and represented herein by J. M. Gandy, its duly authorized President, a servitude or right-of-way and easement for the purpose of constructing, maintaining, operating, altering, repairing, removing, changing the size of, and replacing pipe or pipes for the transportation of oil, gas, and/or petroleum products under, upon, over and through a strip of land 10 feet in width, a part of that certain tract of 81.1228 acres in the R & R Vince Survey Abstract No. 76 lying immediately south of the right-of-way of Harris County Houston Ship Channel Navigation District (sometimes called Port Terminal Railroad) and immediately east of Green's Bayou, and which tract is generally known and referred to as the Nyctex Chemicals, Inc., 81.1228 acre tract, the center line of the within easement being located as follows:

Beginning at a point on the east bank of Green's Bayou, same being the west boundary line of the above described 81.1228 acre tract, which point is 5 feet in a southerly direction below the intersection of said east bank of Green's Bayou with the south boundary line of said Port Terminal Railroad; thence north  $78^{\circ} 59'$  east parallel with and 5 feet from the south boundary line of said Port Terminal Railroad, a distance of 800 feet; thence north  $11^{\circ} 1'$  west 5 feet to a point on the south boundary line of said Port Terminal Railroad right-of-way, the total distance of said easement for said pipeline across said tract of land being 805 feet, said easement being more particularly shown on map hereto attached and made a part hereof for all purposes.

The Grantee herein shall have the right of ingress and egress at all times to and from said easement for the purpose of constructing, maintaining, operating, altering, repairing, removing and replacing the pipe or pipes to be constructed under this grant.

TO HAVE AND TO HOLD the said easement unto the said Houston Industrial Gas Company, its successors and assigns, so long as a pipeline is maintained thereon by it, the Grantee, its successors and assigns.

The present sale and grant is made and accepted for and in consideration of Eight Hundred and Five Dollars (\$805.00) and covers the construction, operation, and maintenance of one pipeline only. The receipt of said sum is hereby acknowledged in full acquittance for the grant herein made. For any additional lines which may be installed by Grantee over and across said easement Grantee shall pay to Grantor Fifty Cents (\$.50) per lineal foot of each such line so installed.

The Grantee, by the acceptance hereof, agrees to bury all such pipelines as may be laid hereunder so that top of each such pipeline laid will be at least 30 inches below the level of the ground; and there shall, therefore, be no surface pipelines, electric or telephone wires, lines or poles, pumping stations, booster plants, or other permanent structures erected over the easement herein granted; nor, in fact, shall there be any use by Grantee of the easement herein

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granted, save and except as same shall be necessary for the constructing, maintaining, operating, altering, repairing, removing, or replacing of the lines of pipe authorized to be constructed by the within easement, all of which such lines of pipe shall be buried as aforesaid below the level of the ground. The grantee shall further keep and maintain the surface of the said strip of land over which the within easement of right-of-way and easement is granted to the grade existing prior to the use of said strip of land by Grantee hereunder. The Grantee shall also pay any damage to property, fixtures, trees, and structures of any kind, or any other property of Grantor or his assigns to Grantor or successors in title which may arise from the constructing, maintaining, operating, or removing such pipeline or lines. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one of which shall be appointed by the Grantor, its successors or assigns, one by the Grantee, its successors or assigns, and the third by the two persons aforesaid. In the event said two persons aforesaid cannot agree on said third person, the said third person shall be chosen by the 113th Civil District Court in and for Harris County, Texas, and the award of such three persons or any two of them shall be final and conclusive. The fee, if any, of such arbitrators shall be paid by the party making such appointment, with the fee of the third person to be borne equally by the Grantor and Grantee or their respective assigns. The Grantee also binds itself, its successors and assigns, to hold Grantor, its successors and assigns, harmless from all claims for damages to persons or property of third persons which may arise from the constructing, operating, maintaining, or removing such pipeline or lines, without regard to negligence yet non on the part of Grantee, its successors or assigns.

The Grantor, its successors or assigns, reserves the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted; and the Grantor agrees, for itself and its successors in title, that neither it nor they will erect any structures of any kind over the said pipeline or lines unless reasonably necessary. Grantor, or its successor in title, shall in its judgment determine whether or not the first such structure sought to be erected over said pipeline or lines is "reasonably necessary"; as to any and all subsequent structures sought to be erected over the said pipeline or lines, determination of whether same is (are) "reasonably necessary" shall be determined by mutual agreement by the Grantor, its successors in title, and Grantee, its successors or assigns, and if such parties cannot so mutually agree, then the determination of whether such subsequent structure is (are) "reasonably necessary" shall be determined by arbitrators appointed as hereinabove provided for. Should it become thus "reasonably necessary" that any structure be erected over said pipeline or lines (determined by judgment of Grantor, or its successor in title, as to the first such structure, and by mutual agreement or arbitration as to all such subsequent structures, as hereinabove provided), before doing so, Grantor, or its successors or assigns, as the case may be, shall notify in writing Grantee, its successors or assigns, and said Grantee, its successors or assigns, shall thereupon have the right to rearrange or relocate its said line or lines at expense of Grantee, its successors or assigns - in which event Grantor, its successors or assigns, shall furnish another easement or right-of-way of the same width and in the immediate vicinity to the within granted easement, and without cost to Grantee, its successors or assigns. However, should Grantor, its successors or assigns, desire to construct permanent roads, railroads, spur tracks, pipelines or conveyors under, over, or across the within granted easement or the substituted easement, it, or they, may do so provided same is done in a manner so as not to interfere with the use of the original or substituted easement granted for the purposes hereinabove enumerated; but before doing so, Grantor, its successors or assigns, shall notify in writing the said Grantee, its successors or assigns, who shall thereupon, if it desires have the right at its cost to first encase its said line or lines.

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## DEED RECORDS

018-24-0396

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THUS DONE, read and signed by Nyotex Chemicals, Inc., in  
the City of Houston, Texas, in the presence  
of Mary Shelton Elliott and Clara Mae Davenport, competent  
witnesses, on the 13th day of May, 1949;  
and thus done, read and signed by said Houston Industrial Gas  
Company in the City of Houston, Texas, in the  
presence of Jane Lyle and Eddie Farren,  
competent witnesses on the 13th day of May,  
1949.

## WITNESSES:

Mary Shelton Elliott  
Clara Mae Davenport

NYOTEX CHEMICALS, INC.

By: Cornelius

## WITNESSES:

Jane Lyle  
Eddie Farren

HOUSTON INDUSTRIAL GAS COMPANY

By: F.W. Cornelius  
Pres.

On 24th May 1949



STATE OF TEXAS  
COUNTY OF HARRIS

018-24-0398

BEFORE ME, the undersigned authority, personally came and appeared C. W. Mitchell, of full age and of said County and State, personally known to me, who in my presence and in the presence of Mary Shelton Elliott and Clara Mae Davenport, the undersigned competent witnesses, also of age and residents of said County, declared under oath and acknowledged that he as such officer of said Nyotex Chemicals, Inc., duly authorized, signed and executed the foregoing instrument on the date shown, for the objects and purposes therein set forth, in the presence of and together with said witnesses, and he now acknowledges in the presence of said witnesses and me, Notary, that same was his voluntary act and deed, for and as the act of said corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal of office at Houston in the County of Harris, State of Texas, this 3<sup>rd</sup> day of May, 1949, together with said appearer and said witnesses.

## WITNESSES:

Mary Shelton Elliott  
Clara Mae Davenport

Ellen Ketchum  
Notary Public  
ELLEN KETCHUM

Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1949

## ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, personally came and appeared J. M. Ferguson, of full age and of said County and State, personally known to me, who in my presence and in the presence of Jane Lyle and Helen Farnar, the undersigned competent witnesses, also of age and residents of the said County, declared under oath and acknowledged that he as such officer of said Houston Industrial Gas Company, duly authorized, signed and executed the foregoing instrument on the date shown, for the objects and purposes therein set forth, in the presence of and together with said witnesses, and he now acknowledges in the presence of said witnesses, and me, Notary, that same was his voluntary act and deed, for and as the act of said corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my seal of office at Houston, Texas, in the county of Harris, State of Texas, this 13<sup>th</sup> day of May, 1949, together with said appearer and said witnesses.

## WITNESSES:

Jane Lyle  
Helen Farnar

Mabel Breech  
Notary Public

MABEL BREECH  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1949



THE MUSICAL WORLD

DEED RECORDS

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ОБЩЕСТВО

*Fransesca C. Senn - 1978*

THE JOURNAL OF

NYCTEX CHEMICALS, INC.

2025 RELEASE UNDER E.O. 14176

**COUNTY OF HARRIS**

BEFORE ME, this nineteenth day of September, nineteen hundred and twenty-one, before me, as witness, the undersigned subscriber,  
John J. Murphy, member of this Board of Education, doth declare and say as follows:  
That I am the author of the foregoing document, and that it is a true copy of the original instrument.  
In witness whereof, I have signed my name this twentieth day of September, nineteen hundred and twenty-one.

IN TESTIMONY WHEREOF I have placed my hand to the foregoing and countersigned this day of January, 1945.

• 232 PAGES

~~Three Elkhorn~~

1. *Chlorophytum comosum* L. var. *variegatum* (L.) Kuntze  
2. *Chlorophytum comosum* L. var. *variegatum* (L.) Kuntze

## DEED RECORDS

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018-24-840

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on  
the date and at the time stamped hereon by me, and was  
duly RECORDED, in the Volume and Page of the named  
RECORDS of Harris County, Texas, as stamped hereon by  
me, on

OCT 7 1964



*Reevers*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Industrial Gas Supply Corp  
2021 Chamber of Commerce Blvd  
Houston, Texas 77002

*Reevers*  
FILED  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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MATERIALS:

W.M.B.  
W.M.B. BURGESS  
W.M. BURGESS & SONS, INC.  
W.M. BURGESS & SONS, INC., D/B/A W.M. BURGESS  
W.M. BURGESS & SONS, INC., D/B/A W.M. BURGESS